

First City Bank—Central Park

Loop 410 at Blanco Rd., P.O. Box 32367  
San Antonio, Texas 78284  
(512) 341-4641

RECORDATION NO. ....

14324

FILED 1425

MAY 22 1984 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

May 14, 1984

14324

RECORDATION NO. ....

FILED 1425

MAY 22 1984 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

**FIRSTCITY**

Mildred Lee  
Interstate Commerce Commission  
12th Street and Constitution Ave. N.W.  
Room #2303  
Washington DC, 20423

Dear Ms. Lee,

At your request I have enclosed two copies of a Note, Security Agreement, and Disclosure Statement and two copies of a separate Security Agreement, with a more detailed description of collateral.

The documents represent a loan transaction between First City Bank Central Park, P.O. Box 32367, San Antonio, Texas, 78284, and Mr George B. Pierce, P.O. Box 5752, San Antonio, Texas, 78201 for a total sum of proceeds of \$50,000.00.

The date of the transaction is May 11, 1984 and the collateral for which we are requesting you place on file with the ICC to show that we have a security interest in but not limited to includes:

- 1938 Atchison, Topeka, Sante Fe Lounge Car  
#1371, Lot #979
- 1948 ATSF #1550 (Dinner, Lounge Car)  
Lot #9627-013
- 1950 Amtrac Car #6044 (Chair Car) and,
- 1953 Vista Cavern (Sleeper) Lot #6757

A cachier's check payable to Interstate Commerce Commission is included in this package for appropriate filing fees.

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Please keep the notarized copies for your file and return the originals in the also enclosed self-addressed envelope with necessary documentation to varify that our security interest in the above mentioned railroad cars have been filed with the Interstate Commerce Commission.

Thank you in advance, Ms. Lee, for your cooperation in this matter, as I remain,

Sincerely Yours,

A handwritten signature in cursive script, appearing to read 'Jeff R. Landrum'.

Jeff R. Landrum  
Assistant Vice President

JRL/ms

cc: Credit File

Certified Mail #462-452-638 - Return Receipt Requested

Borrower's Name \_\_\_\_\_ Date \_\_\_\_\_

This instrument sets forth the terms of my loan with you. I, me and my mean anyone who signs this instrument as a Borrower or Co-Borrower.

me and Your mean First City Bank - Central Park with offices and place of payment at 800 NW at Loop 410, San Antonio, Texas 78284.

County, Texas \_\_\_\_\_

Loan Disclosure

**ANNUAL PERCENTAGE RATE.** The cost of my credit as a yearly rate. \_\_\_\_\_ %

**FINANCE CHARGE.** The dollar amount the credit will cost me. \$ \_\_\_\_\_

**Amount Financed.** The amount of credit provided to me or on my behalf. \$ \_\_\_\_\_

**Total of Payments.** The amount I will have paid you after I have made all payments as scheduled. \$ \_\_\_\_\_

My payment schedule will be:

Number \_\_\_\_\_  
of \_\_\_\_\_  
Payments: \_\_\_\_\_

Amount \_\_\_\_\_  
of \_\_\_\_\_  
Payments \_\_\_\_\_

When \_\_\_\_\_  
Payments \_\_\_\_\_  
are Due \_\_\_\_\_

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☐ (check if applicable) My payment amounts will vary between those shown above.

**Security.** I am giving you a security interest in:

- ☐ the goods or property being purchased.  
☐ (brief description of other property) \_\_\_\_\_

MAY 22 1984 11 10 AM

Collateral, other than real estate comprising my residence, securing my other loans with you may also secure this loan. **STATE COMMERCE COMMISSION**

**Late Charge.**

☐ (check for add-on interest loans) If a payment is late by 10 days or more, I may be charged 5% of the payment.

**Prepayment.** If I pay off early, I

- ☐ (check for simple interest loans) will not have to pay a penalty.  
☐ (check for add-on interest loans) may be entitled to a refund of part of the finance charge.

**Additional Information.** See the rest of this instrument and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**PROMISE TO PAY.** To repay my loan I promise to pay to your order at your offices

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

along with: ☐ Interest figured for the entire loan period and included in the total amount of my loan shown above. This is known as add-on interest.  
☐ Interest added to the unpaid principal amount of, and any past due interest on, my loan each day until I have fully paid what I owe. This interest will be added at the rate of \_\_\_\_\_ % per year.

I will pay what I owe:

- ☐ In one payment of \$ \_\_\_\_\_ by \_\_\_\_\_, 19 \_\_\_\_\_.  
☐ In \_\_\_\_\_ installments, the first \_\_\_\_\_ being in the amount of \$ \_\_\_\_\_ each and a final installment of \$ \_\_\_\_\_.  
☐ Other installment schedule: \_\_\_\_\_  
☐ (check if applicable) The installment payments shown above are principal only. In addition, a finance charge will be payable on the declining balance of the loan at the time principal installments are due.

The first installment will be due on \_\_\_\_\_, 19 \_\_\_\_\_. Subsequent installments will be due on the \_\_\_\_\_ day of each \_\_\_\_\_ with final installment due \_\_\_\_\_.

☐ (check if applicable) My loan is payable in the following manner. \_\_\_\_\_

**ITEMIZATION OF AMOUNT FINANCED.**

A. Amount you paid to me.

1. Amount paid to me directly \$ \_\_\_\_\_  
2. Amount paid on my prior loan(s) with you \$ \_\_\_\_\_

B. Amount you paid to others on my behalf

3. Credit insurance premium (paid to insurance company) \$ \_\_\_\_\_  
4. Property insurance financed (check required coverage, if financed premiums are for a period of \_\_\_\_\_ months)  
☐ Fire, theft & C.A.C. \$ \_\_\_\_\_  
☐ \$ \_\_\_\_\_ deductible comprehensive \$ \_\_\_\_\_  
☐ \$ \_\_\_\_\_ deductible collision \$ \_\_\_\_\_  
☐ Fire-extended coverage \$ \_\_\_\_\_  
☐ Other \$ \_\_\_\_\_

Total property insurance premiums (paid to insurance company) \$ \_\_\_\_\_

5. Filing Fees (paid to public officials) \$ \_\_\_\_\_

6. License, certificate of title and registration fees (if financed) (paid to public officials) \$ \_\_\_\_\_

7. Amount paid to others to which I owe money \$ \_\_\_\_\_

paid to \_\_\_\_\_  
(identify creditor/seller)

8. Total amount paid to others (add 3 and 7 and if financed 4, 5 and 6) \$ \_\_\_\_\_

C. Prepaid Finance Charge \$ \_\_\_\_\_

D. Amount Financed (add 1, 2, 8 and subtract C) \$ \_\_\_\_\_

**INSURANCE.** I can obtain any property insurance you require from anyone I want that is acceptable to you either under an existing policy I have or by obtaining coverage from an insurance company authorized to do business in Texas. If I want, you will provide me with credit insurance for the loan period. I understand that credit life insurance and credit health insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost. If my loan term exceeds 5 years, I understand that the premium rates for credit insurance are not fixed or approved by the Texas State Board of Insurance.

- ☐ I want credit life insurance on the life of Borrower only for a premium of \$ \_\_\_\_\_.  
☐ I want credit life insurance on the lives of Borrower and Co-Borrower for a premium of \$ \_\_\_\_\_.  
☐ I want credit health and accident insurance (available only to Borrower) for a premium of \$ \_\_\_\_\_.  
Borrower's Signature \_\_\_\_\_ Co-Borrower's Signature \_\_\_\_\_

**PREPAYING THE LOAN.** I can prepay all or part of my loan at any time. If I prepay in full or if you demand immediate payment in full before the scheduled maturity of my loan, you will refund any unearned finance charge figured:

1. By the Sum of the Periodic Balances Method (with a proportionate daily adjustment based on a 30 day month for prepayment or demand before the first installment due date) If my loan is payable in equal monthly installments with add-on interest. You will not make any refund of less than \$1.00.  
2. By the Actuarial Method if my loan is payable any other way. You will also refund any earned finance charge that is over the maximum amount permitted by law.

**LATE PAYMENTS.** I will pay additional interest on any late payment each day until I pay you what I owe at the same interest rate as is provided in this instrument for the original loan term. Or, if my loan is payable in substantially equal monthly installments with add-on interest, you may instead charge me 5% of any payment that is late by 10 days or more.

**SECURITY INTEREST.**

- ☐ My loan is **UNSECURED**. There is no collateral.  
☐ My loan is **SECURED**. To protect you if I fail to repay my loan or fail to meet any other obligations I have with you now or in the future, I give you, or have given you in other security documents, what is known as a security interest under the Uniform Commercial Code in the following property:

☐ (check if applicable) I have also given you, in other documents I have signed in connection with this loan, a lien on the real estate which is described in those documents.

**THE COLLATERAL.** The property described above is called "collateral". Any additions, replacements, income, proceeds including insurance proceeds and rebates, stock dividends, and subscription rights relating to the collateral are also part of the collateral, whether I now own these or acquire them in the future. However, consumer goods I acquire more than 10 days after you make this loan will not be included in the collateral, unless they are installed in or affixed to other collateral.

☐ (check if applicable) The Co-Borrower is signing this instrument only to give you a security interest. The Co-Borrower will have no personal responsibility on the loan.

**BORROWER'S STATEMENT.** I have received a copy of this instrument with all necessary spaces completed. Additional terms are on the reverse side. I am signing this instrument in \_\_\_\_\_ County, Texas.

Signature of Borrower \_\_\_\_\_ Business Phone \_\_\_\_\_ Residence Phone \_\_\_\_\_  
Address \_\_\_\_\_

Signature of Co-Borrower \_\_\_\_\_ Business Phone \_\_\_\_\_ Residence Phone \_\_\_\_\_  
Address \_\_\_\_\_

**MORE ABOUT PROPERTY INSURANCE.** I agree to keep the collateral fully insured for loss or damage as you request. I will make the insurance policy payable to both of us and will provide that the policy cannot be cancelled unless you are given at least 10 days notice in writing. You may apply any insurance proceeds and rebates to pay my loan.

You can act as my attorney in adjusting, settling or cancelling the insurance. If property insurance is required by you and either my policy ends and I don't replace it or I fail to give you evidence I have obtained required property insurance, you can obtain insurance protecting the collateral. If you do so, you may obtain insurance which will protect only your interest in the collateral. I will reimburse you for the cost of any insurance you purchase along with interest at the same rate as I agreed to pay you for my loan. At your option you may add the cost of any insurance you purchase to the unpaid balance of my loan and reschedule the remaining installments. You will give me notice by mail at the address I or my Co-borrower have given you in writing of the rescheduled installments.

**PROTECTING THE COLLATERAL.** I own this collateral and no one else has a claim against it. I agree to do all that is necessary to protect your interest in the collateral. I promise not to do anything that will create a claim against it. I will use the collateral carefully and will keep it in good repair. I will not sell, lease, lend or give it to anyone else without your written permission.

You may transfer any of the collateral to your name and may sign my name to any documents that are necessary to protect or transfer the collateral or your interest in it. I understand that you will not be responsible for preserving the collateral or taking action with respect to the collateral, unless that is required by law. If you ask, I will turn the collateral over to you. Otherwise, I will keep it at my address shown on the front of this instrument. You may inspect the collateral at any reasonable time.

**CLAIMS AGAINST THE COLLATERAL.** I will pay any taxes or claims that become due on the collateral. If I fail to do so, you can pay the taxes and claims. You will be the sole judge of their amount and validity. I will reimburse you for any amounts you pay along with interest at the same rate as I agreed to pay you for my loan.

**REPOSSESSION.** You can repossess the collateral if I fail to make any of my payments on time or if I fail to perform any of my obligations under this instrument. I will deliver the collateral to you at any reasonable time and place you designate, or you can peacefully enter the place where the collateral is kept and remove it.

You can sell the collateral, but you must deposit a notice of the sale in the United States mail at least 5 days beforehand. I agree that this is reasonable notice. The notice must be addressed to me at the address I have given you in writing.

**ENTIRE BALANCE DUE.** You can require me to repay the net unpaid balance of my loan (figured as if I prepaid my loan on the date you accelerate) and any other debt I owe you at once without advance notice if:

1. I fail to make a payment on time or fail to perform any other obligation under this instrument or under any other document executed in connection with my loan.
2. Anything happens that you in good faith believe endangers repayment of my loan or performance of my obligations under this instrument or under any other document executed in connection with my loan.

**COLLECTION COST.** If you are forced to take collection action, I agree to pay your collection costs, including court costs and a reasonable attorney's fee (which I agree will be reasonable if equal to the greater of \$450 or 15% of what I owe), but, of course, I will not be obligated to pay more than the attorney's fee assessed by a court.

**OTHERS WHO SIGN.** Unless the box on the front side hereof has been checked indicating that the Co-borrower has no personal responsibility on my loan, I understand that I and everyone else who signs this instrument as a Borrower or Co-borrower will each be fully responsible for repayment of the entire debt. You can release or modify the obligations of any person in connection with this loan without affecting the obligations of others.

**RETAINING YOUR RIGHTS.** You can waive or delay enforcing any of your rights under this instrument without losing them. For example, you can accept late payments and still retain the right to require me to repay the entire balance at once if future payments are late.

If I fail to perform any of my obligations under this instrument, you can perform them for me without losing any of your rights. You can also waive, in whole or in part, any promises I have made or any security, for my loan, without losing any of your rights under this instrument.

**TRANSFER-ASSIGNMENT.** You may transfer any of your rights under this instrument. If you do, the person to which you transfer your rights may exercise all rights and remedies available to you under this instrument.

**OTHERS BOUND.** If I die or in any way lose legal control of my affairs, this instrument will bind my heirs, successors and legal representative.

**WHAT LAW APPLIES?** This instrument will be governed by Texas law and applicable Federal law. If any part of this instrument is unenforceable, the remaining parts will remain valid.